



JOHN L. SCOTT, SHERIFF

**County of Los Angeles**  
**Sheriff's Department Headquarters**  
**4700 Ramona Boulevard**  
**Monterey Park, California 91754-2169**  
*A Tradition of Service*



August 05, 2014

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
Los Angeles, California 90012

Dear Supervisors:

**ACCEPT A GRANT AWARD FROM THE STATE OF CALIFORNIA  
DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL  
FOR THE GRANT ASSISTANCE PROGRAM  
(FIRST, SECOND, AND FOURTH DISTRICTS) (3 VOTES)**

**SUBJECT**

Request Board approval authorizing the Sheriff of Los Angeles County (County) to accept and execute a grant award in the amount of \$100,000 from the State of California, Department of Alcoholic Beverage Control (ABC), for the Grant Assistance Program (Program).

**IT IS RECOMMENDED THAT THE BOARD:**

1. Delegate authority to the Sheriff, as an agent for the County, to accept and execute the attached Grant Award Agreement Number 14G-LA15 (Agreement) with ABC, accepting a grant in the amount of \$100,000 to fund the Los Angeles County Sheriff's Department's (Department) Central Patrol Division for the grant period from July 1, 2014, through June 30, 2015. There is no match requirement for this Program.
2. Adopt the attached Resolution authorizing the Sheriff to sign and submit all required grant documents, including but not limited to, applications, agreements, amendments, modifications, augmentations, extensions, payment requests, and grant renewals that may be necessary for the completion of this Program.
3. Delegate authority to the Sheriff, as an agent for the County, to apply and submit a grant application to ABC for this Program in future fiscal years and to execute all required grant application documents, including assurances and certifications, when and if such future funding becomes available.

## **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

This grant will expand the Department's present efforts in addressing alcohol-related problems with an emphasis toward licensed establishments that operate in an unlawful manner, including the accessibility of alcohol to minors, and the reduction of Driving Under the Influence (DUI) and DUI-related incidents. This Program will include a combination of training programs and proactive enforcement efforts that will be implemented to develop an effective and strategic approach to eliminate crime and nuisance issues associated with problematic licensed establishments within the service areas of the Department's Central Patrol Division.

The Department's Community Oriented Policing Services (COPS) Bureau intends to manage and deploy the ABC grant funds through specialized operations throughout the Department's Central Patrol Division. Additionally, up to 15 percent of the grant funds may be expended within the Department's other patrol divisions to assist with ABC related issues.

Funds in the amount of \$100,000 will be used for Salaries and Employee Benefits (\$97,000 for overtime only for Department personnel) and Services and Supplies (\$1,000 for operating expenses to conduct ABC operations; and \$2,000 for travel and training expenses).

## **Implementation of Strategic Plan Goals**

This Program is consistent with the County's Strategic Plan, Goal 1, Operational Effectiveness/Fiscal Sustainability; and Goal 3, Integrated Service Delivery. This Program will enhance the Department's capabilities to effectively address issues related to alcohol sales, and DUI related incidents, thereby improving the quality of life for the community.

## **FISCAL IMPACT/FINANCING**

The grant funding in the amount of \$100,000 will be fully offset by ABC with no match requirement. Funding for this Program has been included in the Department's Fiscal Year 2014-15 Supplemental Budget Request.

## **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

On March 27, 2014, the Department submitted an application in response to ABC's grant solicitation. Upon review of the Department's application, ABC selected the Department to be a grant recipient of \$100,000 with no match requirement.

This will be the 11th grant award for this Program. The grant period is from July 1, 2014, through June 30, 2015.

ABC requires that the Resolution be adopted by the Board in order to execute the Agreement. In accordance with the terms of the Agreement, the Resolution stipulates that any liability arising out of the performance of the Agreement shall be the responsibility of the County.

This Board letter has been reviewed and the Resolution has been approved as to form by County Counsel.

**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

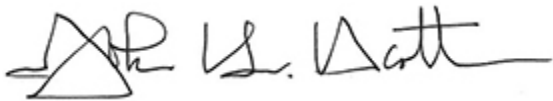
This grant will have a positive impact on current services for the Department's Central Patrol Division by addressing complaints of crime in and around ABC-licensed locations.

The Department has made contact with each of the County's justice departments. The Public Defender determined that the proposed 11th year of grant funding for the Program will have minimal impact on their services. The District Attorney believes that the Program will have minimal impact on their services, which can be managed with existing resources.

**CONCLUSION**

Upon Board approval, please return two individually certified copies of the adopted Board letter and two signed Resolutions to the Department's Grants Unit.

Sincerely,

A handwritten signature in black ink, appearing to read "John L. Scott". The signature is written in a cursive, flowing style with a large initial "J" and "S".

JOHN L. SCOTT

Sheriff

JLS:BBB:bbb

Enclosures

STATE OF CALIFORNIA  
**STANDARD AGREEMENT**  
STD 213 (Rev 06/03)

AGREEMENT NUMBER

**14G-LA15**

REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

**DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL**

CONTRACTOR'S NAME

**County of Los Angeles through the Los Angeles County Sheriff's Department**

2. The term of this Agreement is: **July 1, 2014** through **June 30, 2015**

3. The maximum amount of this Agreement is: **\$ 100,000**

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

**Exhibit A - Scope of Work** 4 page(s)

**Exhibit B - Budget Detail and Payment Provisions** 3 page(s)

**Exhibit C\* - General Terms and Conditions** GTC 610

Check mark one item below as Exhibit D:

☒ **Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement)** 1 page(s)

☐ **Exhibit - D\* Special Terms and Conditions**

**Exhibit E - Additional Provisions** page(s)

Items shown with an Asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto.  
These documents can be viewed at [www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx](http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx)

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

**CONTRACTOR**

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

**County of Los Angeles through the Los Angeles County Sheriff's Department**

BY (Authorized Signature)

DATE SIGNED (Do not type)



PRINTED NAME AND TITLE OF PERSON SIGNING

**John L. Scott, Sheriff**

ADDRESS

**4700 Ramona Boulevard, Grants Unit 3rd Floor  
Monterey Park, CA 91754-2169**

**STATE OF CALIFORNIA**

AGENCY NAME

**Department of Alcoholic Beverage Control**

BY (Authorized Signature)

DATE SIGNED (Do not type)



PRINTED NAME AND TITLE OF PERSON SIGNING

**Ed Jimenez, Assistant Director, Administration**

ADDRESS

**3927 Lennane Drive, Suite 100; Sacramento CA 95834**

**California Department of General  
Services Use Only**

☒ Exempt per: **SCM 4.04.(A)(3)**

## SCOPE OF WORK

### 1. Summary

**A. Agency Description** – The Department is led by Sheriff John L. Scott. The Department was established in 1850 and is the largest Sheriff's Department in the nation, employing approximately 17,000 personnel. There are over 1,000 personnel assigned to Central Patrol Division, which consists of six Sheriff's Stations spanning from the Pacific Ocean to central Los Angeles County. The Central Patrol Division provides law enforcement services to 652,881 people covering 188 square miles in seven contract cities and 11 unincorporated patrol areas. These stations are staffed with detective bureaus, station administrations, specialized gang enforcement teams, narcotic teams, and more than nine special assignment teams that specialize in community oriented policing and problem solving (impacting nuisances and quality-of-life issues). The total number of ABC licensed locations in the Central Patrol Division's service area is 671.

**B. Funding Requested** – The Department is requesting \$100,000 in GAP funding. The grant funds will be used to maintain the strong partnership between ABC and the Department, while positively impacting the number of alcohol related crimes and violations. This funding amount would traditionally be considered nominal for such a vast patrol area; however, we believe if efficiently and strategically deployed, the grant funds will greatly benefit both agencies in their mutual visions to properly serve their communities. Central Patrol Division has opted not to designate any grant funds for equipment related expenses, but would rather use those funds for ABC operations at the station level. All necessary equipment needs will be fulfilled by the Department. Additionally, it should be noted that due to annual fines, the Department has traditionally generated between \$300K and \$700K in revenue for the State of California and the local governments through our aggressive enforcement efforts.

**C. Goals & Objectives** – The goal of the Department is to continue to deploy a successful multi-year strategic plan to cover all 23 Sheriff's Stations under the ABC GAP every four years. An additional goal for the Fiscal Year (FY) 2014-2015 grant is to provide Department-wide support to ABC throughout the Department's jurisdiction in all three patrol divisions.

This grant proposal also details 14 specific objectives in support of achieving the strategic multi-year grant goal, which are: to solidify a grant management team that can embrace a regional deployment model and successfully maintain the concept throughout the grant year; implement a fair and proportionate regional budget to accomplish the remaining objectives; deploy a liaison mentorship program based on the individual needs of each station within the Central Patrol Division; develop an ABC training program designed to introduce the patrol stations to GAP; provide at least 18 ABC roll-call training sessions; schedule and coordinate a minimum of three LEAD training classes in the Central Patrol Division; conduct at least one minor decoy operation per 100 ABC licensees at each station; conduct at least one shoulder tap operation per 100 ABC licensees at each station; identify problematic establishments in each area and reduce calls by 20%; conduct IMPACT and ROSTF inspections at problematic premises in each city and unincorporated patrol areas; conduct two multi-agency task force operations in the Central Patrol Division involving two or more of the following: ABC, Los Angeles County Health Department, Employment Development Department, Internal Revenue Service, city code enforcement, and a local fire department; conduct at least one Trap Door (TRAP) or discretionary operation per 100 ABC licensees at each station; and in conclusion, a final and valuable objective if needed, will be to earmark 3-15% of the operational budget excluding training cost, to address new and emerging ABC related issues at one or more of the Department's 17 other patrol stations.



## Exhibit A

### ***D. Number of Licensed Locations:***

The following statistical table shows the demography versus the number of on and off-sale licensees in Central Patrol Division service areas. Data was collected from ABC, the United States Bureau of the Census, and other reliable sources.

| Station        | City / Unincorporated Area(s)                                       | Population     | Number Of Off-Sale Licensees | Number of On-Sale Licensees |
|----------------|---|----------------|------------------------------|-----------------------------|
| Avalon         | Avalon  | 3,812          | 7                            | 49                          |
|                | Unincorporated Area- Catalina                                       | 378            | 1                            | 1                           |
| Century        | Lynwood   | 71,215         | 41                           | 23                          |
|                | Unincorporated - Walnut Park, Firestone & Willowbrook               | 119,629        | 53                           | 20                          |
| Compton        | Compton   | 98,105         | 70                           | 17                          |
|                | Unincorporated Long Beach & Compton                                 | 22,587         | 30                           | 10                          |
| East LA        | Unincorporated East Los Angeles                                     | 127,748        | 51                           | 40                          |
|                | Commerce  | 12,992         | 18                           | 14                          |
|                | Cudahy  | 24,133         | 16                           | 5                           |
|                | Maywood   | 27,748         | 32                           | 13                          |
| South LA       | Lawndale  | 33,225         | 29                           | 17                          |
|                | Unincorporated - Athens & Lennox                                    | 85,680         | 29                           | 23                          |
| Marina del Rey | Unincorporated - Marina del Rey, Ladera & Windsor Hills (View Park) | 25,629         | 10                           | 52                          |
| <b>Totals</b>  | <b>Total ABC Licensees = 671</b>                                    | <b>652,881</b> | <b>387</b>                   | <b>284</b>                  |

### **2. Problem Statement**

Each of the six stations within the Central Patrol Division serves vastly differing communities, and presents their own unique challenges pertaining to ABC related matters. Los Angeles County and the Department have had the opportunity to experience the significant advantages of partnering with ABC. As the years pass, the Department hopes to build upon that relationship in order to benefit the citizens of Los Angeles County. Together, Countywide Services and Central Patrol Divisions will combine their efforts in order to ensure the ABC GAP grant award is successfully administered and its goals achieved.

Each station within the Central Patrol Division area was tasked with identifying problematic ABC licensed establishments within their area of responsibility. Avalon Station has identified the "Chi Chi Club" and "Marlin Club" for over-serving patrons; and the "Locker Room," a bar known for narcotic activity and the recent rape of a female patron in the restroom. Century Station will be concentrating on a number of locations including "Club Caribe" and "El Vaquero" for narcotic sales. Compton Station will target several locations, including the "Oasis Bar" for gang related narcotic sales. East Los Angeles Station will focus on several locations including "Frank's Liquor" and "Linda's Market" for underage drinking and narcotic activity. Marina del Rey Station has identified "Wharo's" for sales of alcohol to minors. South Los Angeles Station intends to address the sale of narcotics and recent violent assaults at "Benny's Saloon." Several factors have led to these emerging problematic establishments, consisting of gang congregation, the consumption of alcohol by minors, narcotic activity, and violent crimes. Many of the above-mentioned issues stem from insufficient law enforcement resources, inexperience with premises intervention techniques, and a lack of training and knowledge with regard to ABC related violations. The Department began to see significant progress and sustainability in managing ABC related issues as a result of past grant awards at the few selected Sheriff's Stations, until the loss of grant funding in FY 2013-14. The Department's command staff believes that introducing hundreds of patrol deputies and supervisors at every patrol station to the ABC GAP will greatly assist both agencies with accomplishing the common goal of better serving the communities.

### **3. Project Description**

After careful consideration and collaboration among executives from the Department, the Department's two major goals are to: (1) return to deploying a successful multi-year strategic plan which will cover all 23 Sheriff's Stations under the ABC GAP every four years; and (2) provide Departmental-wide support to ABC throughout the Department's jurisdiction. If successfully awarded, independent annual GAP grants over the next several years, the Department could ensure all of the Sheriff's 23 patrol stations, covering 42 independent cities with a population exceeding three (3) million people, would have the opportunity to twice participate in the grant program. This will provide a combination of training programs and proactive enforcement efforts that will be implemented to develop an effective and strategic approach to eliminate the crime and nuisance issues associated with problematic licensed establishments. Additionally, our Department has always enjoyed a solid working relationship with ABC. Unfortunately, both agencies have been severely impacted by budget cuts. As a result, our secondary goal is to provide mutual beneficial support to one another on County-wide establishment enforcement issues.

The following objectives are commitments on behalf of all the stations in the Central Patrol Division:

1. To solidify a grant management team that can embrace a regional deployment model and successfully maintain the concept throughout the grant year. Both the Countywide Services Division Chief, Buddy Goldman, and Central Patrol Division Chief, Kevin Goran, have experienced the value of GAP over the years and each possesses a strong desire to continue to build upon the strong working relationship between the Department and ABC.
2. A fair and proportionate regional budget will be devised based on the number of ABC licensees and the issues related to problematic licensed establishments at each patrol station.
3. By designing a liaison mentorship program based on the individual needs of each station within the Central Patrol Division, the grant management team can increase communication and continuity among the patrol stations. Recently each Central Patrol Division station was tasked with identifying a station grant liaison that will interact throughout the year with the grant management team, thereby ensuring a greater chance of success with the remaining objectives.
4. With a general lack of knowledge about ABC at most of the Central Patrol Division stations, an ABC training program will be deployed to introduce the patrol stations to GAP. The training will be provided to key supervisors and special assignment team members.
5. By providing approximately 18 ABC roll-call training sessions to patrol deputies, most of whom have been recently assigned to patrol in the last three years, the grant management team could greatly increase the knowledge of our field deputies pertaining to ABC related matters.
6. A great need exists for our patrol stations to collectively schedule and coordinate a minimum of three LEAD training classes. Our Department recognizes the value of this basic relationship-building event that creates trust between the licensees and law enforcement.
7. Each station will conduct at least one minor decoy operation per 100 ABC licensees at each station, and ensure that each station has the knowledge to initiate future minor decoy operations after the grant year is completed. Additional retest operations will be conducted to ensure compliance by failing establishments.
8. Each station will conduct at least one shoulder tap operation per 100 ABC licensees at each station, and ensure that each station has the knowledge to initiate future minor decoy operations after the grant year is completed.
9. Each station has identified problematic establishments in their respective patrol areas. The objective is to ensure that these establishments comply with the conditions of ABC licensing, local and state ordinances, and to reduce calls for services that can be attributed to these locations by 20%.

## Exhibit A

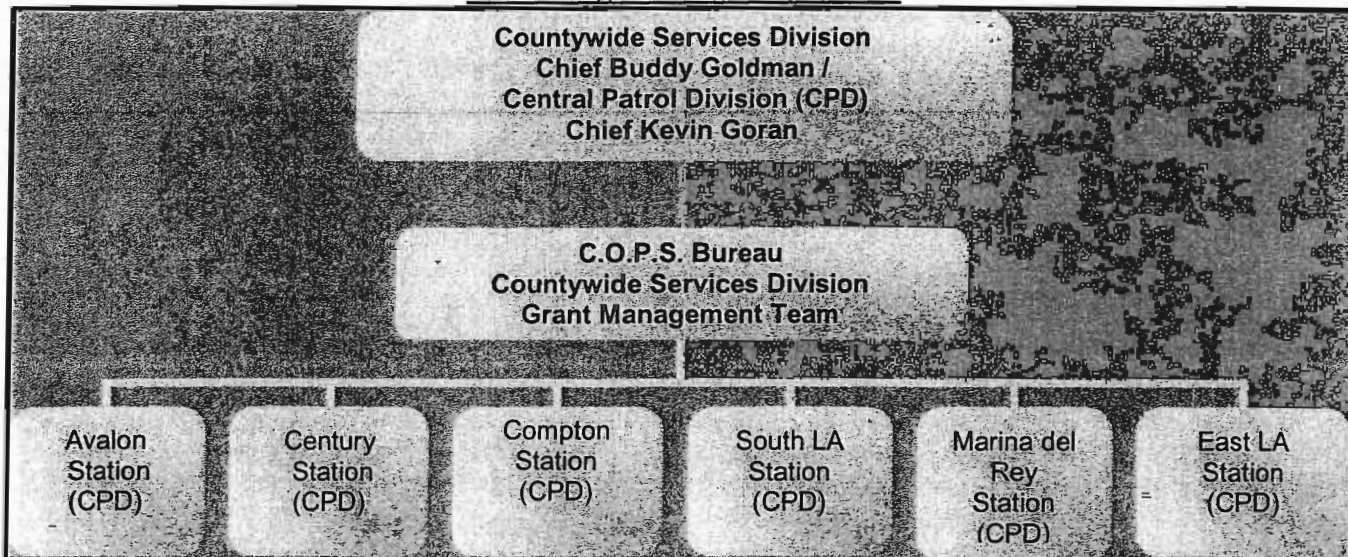
10. Conduct IMPACT inspections at problematic premises in each city and the unincorporated patrol areas.
11. Conduct follow-up ROSTF enforcement for suppression of nuisance activity at initially non-compliant licensed establishments.
12. Conduct two multi-agency task force operations in the Central Patrol Division involving two or more of the following: ABC, Los Angeles County Health Department, Employment Development Department, Internal Revenue Service, city code enforcement, and a local fire department.
13. Conduct at least one TRAP or discretionary operation per 100 ABC licensees at each station.
14. A final and valuable objective if needed, will be to earmark 3-15% of the operational budget excluding training cost, to address new and emerging ABC related issues at one or more of the Department's 17 other patrol Stations. These funds could also be used to assist the local ABC District Offices in their operations anywhere in the Department's jurisdiction; by allowing collaboration between the two agencies and foster future relationships beyond the grant.

All goals and objectives of this proposal are measurable and will be documented in a final grant report showing quantitative results, thereby ensuring verification of success by the end of the grant.

#### **4. Project Personnel**

COPS Bureau Zone II Lieutenant Joe Nicassio will be the designated project director who will have direct command of this grant project. Lieutenant Nicassio will create a grant management team consisting of an entire Countywide Services Division COPS Team, while Lieutenant Rod Armalin will serve as the grant advisor and consultant. Chief Kevin Goran will also call upon each station captain to delegate a station grant liaison to interact with the grant management team. If awarded this grant, the grant management team will speak with the command staff at each station to ensure that they participate in satisfying the grant requirements as well as understanding the goals and objectives. Additionally, the Department has always enjoyed a solid working relationship with the city and district attorneys. The grant management team will contact and work with prosecuting attorneys of the indicated jurisdictions to ensure their continued support for the Department's ABC related activities.

#### **Grant Organizational Structure**



The Department has over 15 years of GAP administration experience and will be supported by personnel with a vast amount of grant experience. The Department has a dedicated Grants Unit which coordinates fiscal accounting and reimbursement claims and will monitor the progress of the grant. Over 600 personnel assigned to Countywide Services Division; over 1,000 personnel assigned to Central Patrol Division; and a great deal of additional Departmental resources will be utilized to ensure our goals and objectives are accomplished.



## BUDGET DETAIL

Exhibit B

| BUDGET CATEGORY AND LINE-ITEM DETAIL   | COST                                     |
|--|--|
| A. Personnel Services (Straight Time Salaries, Overtime, and Benefits)   | (Round budget amounts to nearest dollar) |
| A.1 Straight Time  | A.1 \$0.00                               |
| A.2 Overtime (* Subject to change)<br>(Deputy \$77.58; Investigator \$84.13; Sergeant \$102.10 per hour)   | A.2 \$91,460.00                          |
| A.3 Benefits (* Subject to change based on County approved rates)<br>(Workers' Compensation Rate 6.057%)   | A.3 \$5,540.00                           |
| <b>TOTAL PERSONNEL SERVICES</b>  | \$97,000.00                              |
| <b>B. Operating Expenses (maximum \$2,500)</b>   |  |
| These funds will be used for conducting ABC Operations such as minor decoy operations, shoulder-tap operations, discretionary narcotics operations, undercover operations, and supplies for receiving stolen property operations. All unused Operating Expenses will be earmarked for more operations. | \$1,000.00                               |
| <b>TOTAL OPERATING EXPENSES</b>  | \$1,000.00                               |
| <b>C. Equipment (maximum \$2,500)</b>  |  |
| No equipment expenses are being requested. All equipment needs will be fulfilled by the Los Angeles County Sheriff's Department. This will ensure that at least 97% of grant funds are allocated for conducting beneficial operations that positively impact our communities.                          | \$0.00                                   |
| <b>TOTAL EQUIPMENT</b>   | \$0.00                                   |
| <b>D. Travel Expense/Registration Fees (maximum \$2,000)</b>   |  |
| Registration for the July 2014 GAP Conference to include up to two attendees at \$225 each.  | \$450.00                                 |
| Additional funding to cover other travel related expenses such as transportation, food, and hotel expenditures in the amount of \$1,550.   | \$1,550.00                               |
| <b>TOTAL TRAVEL EXPENSE</b>  | \$2,000.00                               |
| <b>TOTAL BUDGET DETAIL COST, ALL CATEGORIES</b>  | \$100,000.00                             |

## PAYMENT PROVISION

Exhibit B

Page 1 of 2

1. **INVOICING AND PAYMENT:** Payments of approved reimbursable costs (per Budget Detail attached) shall be in arrears and made via the State Controller's Office. Invoices shall be submitted in duplicate on a monthly basis in a format specified by the State. Failure to submit invoices and reports in the required format shall relieve the State from obligation of payment. Payments will be in arrears, within 30 days of Department acceptance of Contractor performance, pursuant to this agreement or receipt of an undisputed invoice, whichever occurs last. Nothing contained herein shall prohibit advance payments as authorized by Item 2100-101-3036, Budget Act, Statutes of 2014.
2. Revisions to the "Scope of Work" and the "Budget Detail" may be requested by a change request letter submitted by the Contractor. If approved by the State, the revised Grant Assistance Scope of Work and/or Budget Detail supersede and replace the previous documents bearing those names. No revision cannot exceed allotted amount as shown on Budget Detail. The total amount of the contract must remain unchanged.
3. Contractor agrees to refund to the State any amounts claimed for reimbursement and paid to Contractor which are later disallowed by the State after audit or inspection of records maintained by the Contractor.
4. Only the costs displayed in the "Budget Detail" are authorized for reimbursement by the State to Contractor under this agreement. Any other costs incurred by Contractor in the performance of this agreement are the sole responsibility of Contractor.
5. Title shall be reserved to the State for any State-furnished or State-financed property authorized by the State which is not fully consumed in the performance of this agreement. Contractor is responsible for the care, maintenance, repair, and protection of any such property. Inventory records shall be maintained by Contractor and submitted to the State upon request. All such property shall be returned to the State upon the expiration of this contract unless the State otherwise directs.
6. If travel is a reimbursable item, the reimbursement for necessary traveling expenses and per diem shall be at rates set in accordance with Department of Personnel Administration rates set for comparable classes of State employees. No travel outside of the State of California shall be authorized. No travel shall be authorized outside of the legal jurisdiction of Contractor without prior authorization by the State.

## **PAYMENT PROVISION**

**Exhibit B**

Page 2 of 2

7. Prior authorization by the State in writing is required before Contractor will be reimbursed for any purchase order or subcontract exceeding \$2,500 for any articles, supplies, equipment, or services to be purchased by Contractor and claimed for reimbursement. Contractor must justify the necessity for the purchase and the reasonableness of the price or cost by submitting three competitive quotations or justifying the absence of bidding.
8. Prior approval by the State in writing is required for the location, costs, dates, agenda, instructors, instructional materials, and attendees at any reimbursable training seminar, workshop or conference, and over any reimbursable publicity or educational materials to be made available for distribution. Contractor is required to acknowledge the support of the State whenever publicizing the work under the contract in any media.
9. It is understood between the parties that this contract may have been written before ascertaining the availability of appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the contracts were executed after that determination was made.
10. BUDGET CONTINGENCY CLAUSE - It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

### Special Terms and Conditions

1. Disputes: Any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Director, Department of Alcoholic Beverage Control, or designee, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Department shall be final and conclusive unless, within 30 days from the date of receipt of such copy, the Contractor mails or otherwise furnishes to the State a written appeal addressed to the Director, Department of Alcoholic Beverage Control. The decision of the Director of Alcoholic Beverage Control or his duly authorized representative for the determination of such appeals shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this clause, the contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, Contractor shall proceed diligently with the performance of the contract and in accordance with the decision of the State.
2. Termination Without Cause: Either party may terminate this agreement at any time for any reason upon ten (10) days written notice. No penalty shall accrue to either party because of contract termination.
3. Contract Validity: This contract is valid and enforceable only if adequate funds are appropriated in Item 2100-101-3036, Budget Act of 2014, for the purposes of this program.
4. Contractor Certifications: By signing this agreement, Contractor certifies compliance with the provisions of CCC 307, Standard Contractor Certification Clauses. This document may be viewed at [www.ols.dgs.ca.gov/standard+language](http://www.ols.dgs.ca.gov/standard+language).
5. If the State determines that the grant project is not achieving its goals and objectives on schedule, funding may be reduced by the State to reflect this lower level of project activity.



## **RESOLUTION**

**WHEREAS**, the County of Los Angeles desires to undertake a certain project designated as the Los Angeles County Sheriff's Department's Central Patrol Division to be financed with funds made available through the Grant Assistance Program (GAP) administered by the State of California, Department of Alcoholic Beverage Control (hereafter referred to as ABC).

**NOW, THEREFORE, BE IT RESOLVED** that the Sheriff of the County of Los Angeles is authorized to accept and execute, on behalf of Los Angeles County and the Los Angeles County Board of Supervisors, Standard Agreement Number 14G-LA15 in the amount of \$100,000 from ABC, and to sign and submit all other necessary grant documents, including applications, modifications, agreements, augmentations, extensions, and renewals.

**BE IT FURTHER RESOLVED** that the Sheriff of the County of Los Angeles agrees to the funding terms and conditions of ABC, including any amendment thereof.

**IT IS AGREED** that, as required by Standard Agreement Number 14G-LA15, the County of Los Angeles shall indemnify, defend, and save harmless the State of California, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of Standard Agreement Number 14G-LA15 and from any and all claims and losses accruing or resulting to any person, firm or

corporation who may be injured or damaged by the County of Los Angeles in the performance of Standard Agreement Number 14G-LA15.

**BE IT FURTHER RESOLVED** that grant funds received hereunder shall not be used to supplant expenditures controlled by this body.

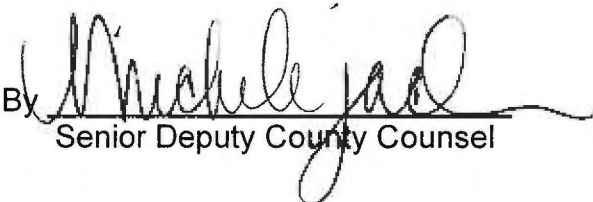
**IT IS ALSO AGREED** that this grant award is not subject to local hiring freezes.

The foregoing resolution was on the \_\_\_\_\_ day of \_\_\_\_\_, 2014, adopted by the Board of Supervisors of the County of Los Angeles and ex officio the governing body of all other special assessment and taxing districts, agencies, and authorities for which said Board so acts.

SACHI A. HAMAI, Executive Officer-  
Clerk of the Board of Supervisor of  
the County of Los Angeles

By \_\_\_\_\_  
Deputy

APPROVED AS TO FORM  
COUNTY COUNSEL

By   
Senior Deputy County Counsel

**Los Angeles County Chief Executive Office**  
**Grant Management Statement for Grants Exceeding \$100,000**

**Department:** LOS ANGELES COUNTY SHERIFF'S DEPARTMENT

**Grant Project Title and Description:** Department of Alcoholic Beverage Control, Grant Assistance Program (GAP)

Primary focus of the program is to reduce alcohol-related crime, including the accessibility of alcohol to minors, and the reduction of Driving Under the Influence (DUI) and DUI-related accidents.

**Funding Agency**  
Department of Alcoholic  
Beverage Control (ABC)

**Program (Fed. Grant # /State Bill or Code #)**  
14G-LA15

**Grant Acceptance Deadline**

**Total Amount of Grant Funding:** \$100,000

**County Match:** None

**Grant Period:** 12-Months

**Begin Date:** July 1, 2014

**End Date:** June 30, 2015

**Number of Personnel Hired Under This Grant:** 0

**Full Time:** 0    **Part Time:** 0

**Obligations Imposed on the County When the Grant Expires**

Will all personnel hired for this program be informed this is a grant-funded program?      Yes \_\_\_ No X

Will all personnel hired for this program be placed on temporary ("N") items?      Yes \_\_\_ No X

Is the County obligated to continue this program after the grant expires?      Yes \_\_\_ No X

If the County is not obligated to continue this program after the grant expires, the Department will:

a). Absorb the program cost without reducing other services      Yes \_\_\_ No X

b). Identify other revenue sources      Yes \_\_\_ No X  
(Describe) \_\_\_\_\_

c). Eliminate or reduce, as appropriate, positions/program costs funded by the grant.      Yes \_\_\_ No X

**Impact of additional personnel on existing space:** None

**Other requirements not mentioned above:** None

**Department Head Signature**



**Date**

7/23/14